

RETURN DATE: JUNE 11, 2019	:	SUPERIOR COURT
RCN CAPITAL, LLC	:	J.D. NEW HAVEN
V.	:	AT NEW HAVEN
CITY OF NEW HAVEN;	:	
NEW HAVEN BOARD OF EDUCATION; AND	:	
NEW HAVEN DEPARTMENT OF PUBLIC WORKS	:	MAY 21, 2019

## **COMPLAINT**

### **Facts Pertaining to All Counts**

1. The Plaintiff, RCN Capital, LLC ("RCN"), is a Connecticut limited liability company with its principal place of business at 75 Gerber Road East, South Windsor, CT 06074.
2. The Defendant, City of New Haven, ("City") is a Connecticut municipality, with its offices for purposes of service of process located at 200 Orange Street, New Haven, CT 06510.
3. The Defendant, New Haven Board of Education ("BOE") is a Connecticut municipality or subdivision of the City of New Haven, with offices at 54 Meadow Street, New Haven, CT 06519.
4. The Defendant, New Haven Department of Public Works ("DPW") is a subdivision of the City of New Haven, with offices for purposes of service of process at 200 Orange Street, New Haven, CT 06510.
5. On or about October 7, 2016, RCN entered into an agreement with N.E.S.A.I.M. LLC, formerly known as New England Snow and Ice Management LLC, for RCN to, from time to

time, purchase and take assignment of certain invoices for accounts receivable owed to N.E.S.A.I.M. from Defendant City or one of its subdivisions such as the Defendant BOE and Defendant DPW; an agreement and relationship commonly referred to as “factoring.”

6. In order to close on each sale of an invoice, RCN required verification from Defendants City, BOE, or DPW as applicable, that the particular invoice was authentic and to acknowledge the assignment, and that the payment was thereafter to be made to RCN.
7. Defendants City, BOE, and DPW, as applicable, provided Verification, Acknowledgement and Acceptance Agreements on each of the invoices purchased by RCN that are the subject of this lawsuit, copies of such invoices and the verifications pertaining thereto are appended as Exhibits A-1 through A-15.
8. Within said verifications, Defendants City, BOE, and DPW, as applicable agreed, among other things, that “1. The gross amount of the invoice(s) reflected above are correct, valid, and will be paid in full on or before the due date...the goods or services described in said invoice(s) are satisfactory and have been performed and/or received and accepted, without qualification or reservation by the Customer...” confirming and acknowledging that the contract between N.E.S.A.I.M. LLC and Defendants City, BOE, and DPW, as applicable had been fulfilled by N.E.S.A.I.M. LLC and that the only remaining duty was Defendant City of New Haven’s duty to issue payment.
9. As to each invoice described in this Complaint, RCN closed on the purchase and took assignment of the invoice from N.E.S.A.I.M. LLC.

**Count One – Breach of Contract – BOE – Contract #21429 – Invoice #NH BOE #DCW 8**

10. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

11. Defendant BOE, by and through its employee John Barbarotta, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
12. Defendant BOE acknowledged, independently or by and through its employee John Barbarotta, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
13. Defendant BOE acknowledged, independently or by and through its employee John Barbarotta, that N.E.S.A.I.M. LLC performed its obligations under the contract.
14. Defendant BOE acknowledged, independently or by and through its employee John Barbarotta, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
15. Defendant BOE failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.
16. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Two – Breach of Contract – BOE - Verification, Acknowledgement and Acceptance Agreement - Contract #21429 – Invoice #NH BOE #DCW 8**

17. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
18. Defendant BOE, by and through its employee John Barbarotta, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
19. Defendant BOE agreed, independently or by and through its employee John Barbarotta, with RCN that RCN would be paid under the submitted invoice.



20. RCN had no further obligations to Defendant BOE under the Verification, Acknowledgement and Acceptance Agreement.
21. Defendant BOE failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.
22. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Three – Equitable Subrogation – BOE – Invoice #NH BOE #DCW8**

23. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
24. Defendant BOE was and still is primarily liable for the debt represented by the invoice #NH BOE #DCW8.
25. The debt owed by Defendant BOE was originally owed to N.E.S.A.I.M. LLC.
26. RCN paid the debt owed by Defendant BOE to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendant BOE.
27. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendant BOE should be paid to RCN.

**Count Four – Breach of Contract – BOE – Contract #21429 – Invoice #NH BOE #OCW 9**

28. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.



29. Defendant BOE, by and through its employee John Barbarotta, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
30. Defendant BOE acknowledged, independently or by and through its employee John Barbarotta, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
31. Defendant BOE acknowledged, independently or by and through its employee John Barbarotta, that N.E.S.A.I.M. LLC performed its obligations under the contract.
32. Defendant BOE acknowledged, independently or by and through its employee John Barbarotta, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
33. Defendant BOE failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.
34. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Five - Breach of Contract – BOE - Verification, Acknowledgement and Acceptance Agreement - Contract #21429 – Invoice #NH BOE #OCW 9**

35. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
36. Defendant BOE, by and through its employee John Barbarotta, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
37. Defendant BOE agreed, independently or by and through its employee John Barbarotta, with RCN that RCN would be paid under the submitted invoice.

38. RCN had no further obligations to Defendant BOE under the Verification, Acknowledgement and Acceptance Agreement.
39. Defendant BOE failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.
40. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Six – Equitable Subrogation – BOE – Invoice #NH BOE #OCW 9**

41. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
42. Defendant BOE was and still is primarily liable for the debt represented by the invoice #NH BOE #OCW 9.
43. The debt owed by Defendant BOE was originally owed to N.E.S.A.I.M. LLC.
44. RCN paid the debt owed by Defendant BOE to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendant BOE.
45. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendant BOE should be paid to RCN.

**Count Seven - Breach of Contract – BOE – Contract #604018-1-2 – Invoice #NH BOE OCP #8-2016**

46. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

47. Defendant BOE, by and through its employee John Barbarotta, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
48. Defendant BOE acknowledged, independently or by and through its employee John Barbarotta, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
49. Defendant BOE acknowledged, independently or by and through its employee John Barbarotta, that N.E.S.A.I.M. LLC performed its obligations under the contract.
50. Defendant BOE acknowledged, independently or by and through its employee John Barbarotta, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
51. Defendant BOE failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.
52. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Eight - Breach of Contract – BOE - Verification, Acknowledgement and Acceptance Agreement - Contract #604018-1-2 – Invoice #NH BOE OCP #8-2016**

53. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
54. Defendant BOE, by and through its employee John Barbarotta, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
55. Defendant BOE agreed, independently or by and through its employee John Barbarotta, with RCN that RCN would be paid under the submitted invoice.



56. RCN had no further obligations to Defendant BOE under the Verification, Acknowledgement and Acceptance Agreement.
57. Defendant BOE failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.
58. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Nine – Equitable Subrogation – BOE – Invoice #NH BOE OCP #8-2016**

59. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
60. Defendant BOE was and still is primarily liable for the debt represented by the invoice #NH BOE OCP #8-2016.
61. The debt owed by Defendant BOE was originally owed to N.E.S.A.I.M. LLC.
62. RCN paid the debt owed by Defendant BOE to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendant BOE.
63. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendant BOE should be paid to RCN.

**Count Ten - Breach of Contract – DPW/City – Contract #Unknown– Invoice #SNOW 1-16**

64. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

65. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
66. Defendants DPW and City acknowledged, independently or by and through its employee Mark DeCola, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
67. Defendants DPW and City acknowledged, independently or by and through its employee Mark DeCola, that N.E.S.A.I.M. LLC performed its obligations under the contract.
68. Defendants DPW and City acknowledged, independently or by and through its employee Mark DeCola, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
69. Defendants DPW and City failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.
70. As a result of the Defendants' failures and breach, RCN has sustained damages.

**Count Eleven - Breach of Contract – DPW/City - Verification, Acknowledgement and Acceptance Agreement - Contract #Unknown – Invoice #SNOW 1-16**

71. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
72. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
73. Defendants DPW and City agreed, independently or by and through its employee Mark DeCola, with RCN that RCN would be paid under the submitted invoice.

74. RCN had no further obligations to Defendants DPW and City under the Verification, Acknowledgement and Acceptance Agreement.
75. Defendants DPW and City failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.
76. As a result of the Defendants' failures and breach, RCN has sustained damages.

**Count Twelve – Equitable Subrogation – DPW/City– Invoice #SNOW 1-16**

77. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
78. Defendants DPW and City were and still are primarily liable for the debt represented by the invoice #SNOW 1-16.
79. The debt owed by Defendants DPW and City was originally owed to N.E.S.A.I.M. LLC.
80. RCN paid the debt owed by Defendants DPW and City to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendants DPW and City.
81. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendants DPW and City should be paid to RCN.



**Count Thirteen - Breach of Contract – DPW/City – Contract #RFP 2017-05-1096– Invoice #SNOW 3-17A**

82. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
83. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
84. Defendants DPW and City acknowledged, independently or by and through its employee Mark DeCola, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
85. Defendants DPW and City acknowledged, independently or by and through its employee Mark DeCola, that N.E.S.A.I.M. LLC performed its obligations under the contract.
86. Defendants DPW and City acknowledged, independently or by and through its employee Mark DeCola, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
87. Defendants DPW and City failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.
88. As a result of the Defendants' failures and breach, RCN has sustained damages.

**Count Fourteen - Breach of Contract – DPW/City - Verification, Acknowledgement and Acceptance Agreement - Contract #RFP 2017-05-1096– Invoice #SNOW 3-17A**

89. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

90. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
91. Defendants DPW and City agreed, independently or by and through its employee Mark DeCola, with RCN that RCN would be paid under the submitted invoice.
92. RCN had no further obligations to Defendants DPW and City under the Verification, Acknowledgement and Acceptance Agreement.
93. Defendants DPW and City failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.
94. As a result of the Defendants' failures and breach, RCN has sustained damages.

**Count Fifteen – Equitable Subrogation – DPW/City – Invoice #SNOW 3-17A**

95. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
96. Defendants DPW and City were and still are primarily liable for the debt represented by the invoice #SNOW 3-17A.
97. The debt owed by Defendants DPW and City was originally owed to N.E.S.A.I.M. LLC.
98. RCN paid the debt owed by Defendants DPW and City to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendants DPW and City.

99. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendants DPW and City should be paid to RCN.

**Count Sixteen - Breach of Contract – DPW/City – Contract #21441-1-4– Invoice #SSD-1**

100. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

101. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.

102. Defendants DPW and City acknowledged, independently or by and through its employee Mark DeCola, that there had been a contract between themselves and N.E.S.A.I.M. LLC.

103. Defendants DPW and City acknowledged, independently or by and through its employee Mark DeCola, that N.E.S.A.I.M. LLC performed its obligations under the contract.

104. Defendants DPW and City acknowledged, independently or by and through its employee Mark DeCola, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.

105. Defendants DPW and City failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.

106. As a result of the Defendants' failures and breach, RCN has sustained damages.



**Count Seventeen - Breach of Contract – DPW/City - Verification, Acknowledgement and Acceptance Agreement - Contract #21441-1-4– Invoice #SSD-1**

107. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
108. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
109. Defendants DPW and City agreed, independently or by and through its employee Mark DeCola, with RCN that RCN would be paid under the submitted invoice.
110. RCN had no further obligations to Defendants DPW and City under the Verification, Acknowledgement and Acceptance Agreement.
111. Defendants DPW and City failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.
112. As a result of the Defendants' failures and breach, RCN has sustained damages.

**Count Eighteen – Equitable Subrogation – DPW/City – Invoice #SSD-1**

113. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
114. Defendants DPW and City were and still are primarily liable for the debt represented by the invoice #SSD-1.
115. The debt owed by Defendants DPW and City was originally owed to N.E.S.A.I.M. LLC.

116. RCN paid the debt owed by Defendants DPW and City to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendants DPW and City.
117. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendants DPW and City should be paid to RCN.

**Count Nineteen - Breach of Contract – DPW/City – Contract #RFP 2017-05-1096– Invoice #SNOW 5-17**

118. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
119. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
120. Defendants DPW and City, on or about February 11 or February 14, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement, acknowledged, independently or by and through its employee Mark DeCola, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
121. Defendants DPW and City acknowledged, on or about February 11 or February 14, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement, independently or by and through its employee Mark DeCola, that N.E.S.A.I.M. LLC performed its obligations under the contract.

122. Defendants DPW and City acknowledged, on or about February 11 or February 14, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement, independently or by and through its employee Mark DeCola, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
123. Defendants DPW and City paid \$688.00 towards what was owed on the invoice, less \$100 that RCN deducted because RCN was paid short by \$100 on another invoice paid by Defendants DPW and City in the same lump-sum check, equaling a net payment towards this subject invoice of \$588.00. The date of the check was April 7, 2017 and contained a list of the invoices it covered payment for, one of which was the February 11, 2017 invoice for SNOW 5-17.
124. Defendants DPW and City failed to perform its obligations under the contract to pay the full amount owed for the services as evidenced by the invoices.
125. As a result of the Defendants' failures and breach, RCN has sustained damages.

**Count Twenty – Negligent Misrepresentation – DPW/City – Contract #RFP 2017-05-1096 – Invoice #SNOW 5-17**

126. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
127. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
128. Defendants DPW and City, on or about March 13, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement, acknowledged, independently or by and



through its employee Michael V. Fumiatti, that there had been a contract between themselves and N.E.S.A.I.M. LLC.

129. Defendants DPW and City acknowledged, on or about March 13, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement, independently or by and through its employee Michael V. Fumiatti, that N.E.S.A.I.M. LLC performed its obligations under the contract.

130. Defendants DPW and City acknowledged, on or about March 13, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement, independently or by and through its employee Michael V. Fumiatti, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.

131. The invoice at issue, SNOW 5-17 had already been purchased and paid for by RCN on February 16, 2017 upon receiving the invoice and Verification, Acknowledgement and Acceptance agreement, both signed by Mark DeCola.

132. The March 13, 2017 Verification, Acknowledgement and Acceptance Agreement contained false information, to wit: "there currently exist no claims, setoffs, recoupments, deductions, credits, returns or defenses...pertaining to the invoices reflected above." This information is false because the invoice had already been submitted for payment the month prior.

133. Defendants DPW and City failed to use reasonable care in determining the status of previously submitted invoices, and failed to use reasonable care in communicating such information to RCN.

134. Defendants DPW and City supplied this false information in the March 13, 2017

Verification, Acknowledgment and Acceptance Agreement knowing it would induce RCN to close on the purchase of the particular invoice.

135. RCN justifiably relied upon the information provided by Defendants DPW and City, and such reliance resulted in RCN sustaining damages.

**Count Twenty-One – Equitable Subrogation – DPW/City – Invoice #SNOW 5-17**

136. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

137. Defendants DPW and City were and still are primarily liable for the debt represented by the invoice #SNOW 5-17.

138. The debt owed by Defendants DPW and City was originally owed to N.E.S.A.I.M. LLC.

139. RCN paid the debt owed by Defendants DPW and City to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendants DPW and City.

140. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendants DPW and City should be paid to RCN.

**Count Twenty-Two – Breach of Contract – DPW/City – Contract #RFP 2017-05-1096 – Invoice #SNOW 4-17**

141. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

142. Defendants DPW and City, on or about February 11, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
143. Defendants DPW and City, on or about February 11, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement acknowledged, independently or by and through its employee Mark DeCola, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
144. Defendants DPW and City, on or about February 11, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement acknowledged, independently or by and through its employee Mark DeCola, that N.E.S.A.I.M. LLC performed its obligations under the contract.
145. Defendants DPW and City, on or about February 11, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement acknowledged, independently or by and through its employee Mark DeCola, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
146. Defendants DPW and City failed to perform its obligations under the contract to pay the full amount owed for the services as evidenced by the invoices.
147. As a result of the Defendants' failures and breach, RCN has sustained damages.

**Count Twenty-Three – Negligent Misrepresentation – DPW/City – Contract #RFP 2017-05-1096 – Invoice #SNOW 4-17**

148. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.



149. Defendants DPW and City, by and through its employee Mark DeCola, signed a different copy of the invoice from that discussed in Count Twenty-Nine, evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
150. Defendants DPW and City, on or about March 13, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement, acknowledged, independently or by and through its employee Michael V. Fumiatti, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
151. Defendants DPW and City acknowledged, on or about March 13, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement, independently or by and through its employee Michael V. Fumiatti, that N.E.S.A.I.M. LLC performed its obligations under the contract.
152. Defendants DPW and City acknowledged, on or about March 13, 2017, in a certain Verification, Acknowledgement and Acceptance Agreement, independently or by and through its employee Michael V. Fumiatti, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
153. The invoice at issue, SNOW 5-17 had already been purchased and paid for by RCN on February 16, 2017 upon receiving the invoice and Verification, Acknowledgement and Acceptance agreement, both signed by Mark DeCola.
154. The March 13, 2017 Verification, Acknowledgement and Acceptance Agreement contained false information, to wit: "there currently exist no claims, setoffs, recoupments, deductions, credits, returns or defenses...pertaining to the invoices reflected above." This information is false because the invoice had already been submitted for payment the month prior.

155. Defendants DPW and City failed to use reasonable care in determining the status of previously submitted invoices, and failed to use reasonable care in communicating such information to RCN.
156. Defendants DPW and City supplied this false information in the March 13, 2017 Verification, Acknowledgment and Acceptance Agreement knowing it would induce RCN to close on the purchase of the particular invoice.
157. RCN justifiably relied upon the information provided by Defendants DPW and City, and such reliance resulted in RCN sustaining damages.

**Count Twenty-Four – Equitable Subrogation – DPW/City – Invoice #SNOW 4-17**

158. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
159. Defendants DPW and City were and still are primarily liable for the debt represented by the invoice #SNOW 4-17.
160. The debt owed by Defendants DPW and City was originally owed to N.E.S.A.I.M. LLC.
161. RCN paid the debt owed by Defendants DPW and City to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendants DPW and City.
162. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendants DPW and City should be paid to RCN.

**Count Twenty-Five - Breach of Contract – DPW/City – Contract #21441-1-4– Invoice #3-**

**2017**

163. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
164. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
165. Defendants DPW and City acknowledged, independently or by and through its employee Michael V. Fumiatti Sr., that there had been a contract between themselves and N.E.S.A.I.M. LLC.
166. Defendants DPW and City acknowledged, independently or by and through its employee Michael V. Fumiatti Sr., that N.E.S.A.I.M. LLC performed its obligations under the contract.
167. Defendants DPW and City acknowledged, independently or by and through its employee Michael V. Fumiatti Sr., that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
168. RCN received a partial payment from the Defendants DPW and City in the amount of \$8,179.88. The date of the check was August 18, 2017 and contained a list of the invoices it covered payment for, one of which was the February 28, 2017 invoice for “3-2017”.
169. Defendants DPW and City failed to perform its obligations under the contract to pay the full amount owed for the services as evidenced by the invoices.
170. As a result of the Defendants’ failures and breach, RCN has sustained damages.



**Count Twenty-Six - Breach of Contract – DPW/City - Verification, Acknowledgement and Acceptance Agreement - Contract #21441-1-4– Invoice #3-2017**

171. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
172. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
173. Defendants DPW and City agreed, independently or by and through its employee Michael V. Fumiatti Sr., with RCN that RCN would be paid under the submitted invoice.
174. RCN had no further obligations to Defendants DPW and City under the Verification, Acknowledgement and Acceptance Agreement.
175. Defendants DPW and City failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.
176. As a result of the Defendants' failures and breach, RCN has sustained damages.

**Count Twenty-Seven – Equitable Subrogation – DPW/City – Invoice #3-2017**

177. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
178. Defendants DPW and City were and still are primarily liable for the debt represented by the invoice #3-2017.
179. The debt owed by Defendants DPW and City was originally owed to N.E.S.A.I.M. LLC.

180. RCN paid the debt owed by Defendants DPW and City to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendants DPW and City.
181. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendants DPW and City should be paid to RCN.

**Count Twenty-Eight - Breach of Contract – DPW/City – Contract #21441-1-4– Invoice #SSD-5**

182. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
183. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
184. Defendants DPW and City acknowledged, independently or by and through its employee Michael Fumiatti, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
185. Defendants DPW and City acknowledged, independently or by and through its employee Michael Fumiatti, that N.E.S.A.I.M. LLC performed its obligations under the contract.
186. Defendants DPW and City acknowledged, independently or by and through its employee Michael Fumiatti, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
187. Defendants DPW and City failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.

188. As a result of the Defendants' failures and breach, RCN has sustained damages.

**Count Twenty-Nine - Breach of Contract – DPW/City - Verification, Acknowledgement and Acceptance Agreement - Contract #21441-1-4– Invoice #SSD-5**

189. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

190. Defendants DPW and City, by and through its employee Mark DeCola, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.

191. Defendants DPW and City agreed, independently or by and through its employee Michael Fumiatti, with RCN that RCN would be paid under the submitted invoice.

192. RCN had no further obligations to Defendants DPW and City under the Verification, Acknowledgement and Acceptance Agreement.

193. Defendants DPW and City failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.

194. As a result of the Defendants' failures and breach, RCN has sustained damages.

**Count Thirty – Equitable Subrogation – DPW/City – Invoice #SSD-5**

195. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

196. Defendants DPW and City were and still are primarily liable for the debt represented by the invoice #SSD-5.

197. The debt owed by Defendants DPW and City was originally owed to N.E.S.A.I.M. LLC.



198. RCN paid the debt owed by Defendants DPW and City to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendants DPW and City.
199. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendants DPW and City should be paid to RCN.

**Count Thirty-One - Breach of Contract – BOE – Contract #Unknown, Purchase Order #70170038-00– Invoice #DRS 8-ESUMS**

200. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
201. Defendant BOE, by and through its employee John Barbarotta, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
202. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
203. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that N.E.S.A.I.M. LLC performed its obligations under the contract.
204. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
205. Defendant BOE failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.

206. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Thirty-Two - BOE - Verification, Acknowledgement and Acceptance Agreement -**

**Contract # Unknown, Purchase Order #70170038-00- Invoice #DRS 8-ESUMS**

207. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

208. Defendant BOE, by and through its employee John Barbarotta signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.

209. Defendant BOE agreed, independently or by and through its employee or agent Michael Fumiatti, with RCN that RCN would be paid under the submitted invoice.

210. RCN had no further obligations to Defendant BOE under the Verification, Acknowledgement and Acceptance Agreement.

211. Defendant BOE failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.

212. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Thirty-Three – Equitable Subrogation – BOE – Invoice #DRS 8-ESUMS**

213. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

214. Defendant BOE was and still is primarily liable for the debt represented by the invoice #DRS 8-ESUMS.

215. The debt owed by Defendant BOE was originally owed to N.E.S.A.I.M. LLC.

216. RCN paid the debt owed by Defendant BOE to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendant BOE.

217. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendant BOE should be paid to RCN.

**Count Thirty-Four – Breach of Contract – BOE – Contract #Unknown, Purchase Order #70170038-00 – Invoice #DRS 9-DRMECS**

218. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

219. Defendant BOE, by and through its employee John Barbarotta, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.

220. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that there had been a contract between themselves and N.E.S.A.I.M. LLC.

221. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that N.E.S.A.I.M. LLC performed its obligations under the contract.

222. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.

223. Defendant BOE failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.

224. As a result of the Defendant's failures and breach, RCN has sustained damages.



**Count Thirty-Five - BOE - Verification, Acknowledgement and Acceptance Agreement -**

**Contract # Unknown, Purchase Order #70170038-00- Invoice #DRS 9-DRMECS**

225. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
226. Defendant BOE, by and through its employee John Barbarotta signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
227. Defendant BOE agreed, independently or by and through its employee or agent Michael Fumiatti, with RCN that RCN would be paid under the submitted invoice.
228. RCN had no further obligations to Defendant BOE under the Verification, Acknowledgement and Acceptance Agreement.
229. Defendant BOE failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.
230. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Thirty-Six – Equitable Subrogation – BOE – Invoice #DRS 9-DRMECS**

231. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
232. Defendant BOE was and still is primarily liable for the debt represented by the invoice #DRS 9-DRMECS.
233. The debt owed by Defendant BOE was originally owed to N.E.S.A.I.M. LLC.

234. RCN paid the debt owed by Defendant BOE to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendant BOE.
235. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendant BOE should be paid to RCN.

**Count Thirty-Seven – Breach of Contract – BOE – Contract #21408-1-2, Purchase Order #70170038 – Invoice #DRS-9**

236. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
237. Defendant BOE, by and through its employee John Barbarotta, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
238. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
239. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that N.E.S.A.I.M. LLC performed its obligations under the contract.
240. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
241. Defendant BOE failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.
242. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Thirty-Eight - BOE - Verification, Acknowledgement and Acceptance Agreement -**

**Contract #21408-1-2, Purchase Order #70170038 – Invoice #DRS-9**

243. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
244. Defendant BOE, by and through its employee John Barbarotta signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
245. Defendant BOE agreed, independently or by and through its employee or agent Michael Fumiatti, with RCN that RCN would be paid under the submitted invoice.
246. RCN had no further obligations to Defendant BOE under the Verification, Acknowledgement and Acceptance Agreement.
247. Defendant BOE failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.
248. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Thirty-Nine – Equitable Subrogation – BOE – Invoice #DRS-9**

249. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
250. Defendant BOE was and still is primarily liable for the debt represented by the invoice #DRS-9.
251. The debt owed by Defendant BOE was originally owed to N.E.S.A.I.M. LLC.



252. RCN paid the debt owed by Defendant BOE to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendant BOE.
253. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendant BOE should be paid to RCN.

**Count Forty – Breach of Contract – BOE – Contract #Unknown, Purchase Order**

**#70170038-00 – Invoice #DRS 9-NHA**

254. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
255. Defendant BOE, by and through its employee John Barbarotta, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
256. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that there had been a contract between themselves and N.E.S.A.I.M. LLC.
257. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that N.E.S.A.I.M. LLC performed its obligations under the contract.
258. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.
259. Defendant BOE failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.
260. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Forty-One - BOE - Verification, Acknowledgement and Acceptance Agreement -  
Contract #Unknown, Purchase Order #70170038 – Invoice #DRS 9-NHA**

261. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
262. Defendant BOE, by and through its employee John Barbarotta signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
263. Defendant BOE agreed, independently or by and through its employee or agent Michael Fumiatti, with RCN that RCN would be paid under the submitted invoice.
264. RCN had no further obligations to Defendant BOE under the Verification, Acknowledgement and Acceptance Agreement.
265. Defendant BOE failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.
266. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Forty-Two – Equitable Subrogation – BOE – Invoice #DRS 9-NHA**

267. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
268. Defendant BOE was and still is primarily liable for the debt represented by the invoice #DRS 9-NHA.
269. The debt owed by Defendant BOE was originally owed to N.E.S.A.I.M. LLC.

270. RCN paid the debt owed by Defendant BOE to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendant BOE.

271. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendant BOE should be paid to RCN.

**Count Forty-Three – Breach of Contract – BOE – Contract #Unknown, Purchase Order #70170038-00 – Invoice #DRS 10-DRMECS**

272. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.

273. Defendant BOE, by and through its employee John Barbarotta, signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.

274. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that there had been a contract between themselves and N.E.S.A.I.M. LLC.

275. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that N.E.S.A.I.M. LLC performed its obligations under the contract.

276. Defendant BOE acknowledged, independently or by and through its employee or agent Michael Fumiatti, that RCN took an assignment of the contract and was entitled to payment for the services provided by N.E.S.A.I.M. LLC.

277. Defendant BOE failed to perform its obligations under the contract to pay the amount owed for the services as evidenced by the invoices.

278. As a result of the Defendant's failures and breach, RCN has sustained damages.



**Count Forty-Four - BOE - Verification, Acknowledgement and Acceptance Agreement -**

**Contract #Unknown, Purchase Order #70170038-00 – Invoice #DRS 10-DRMECS**

279. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
280. Defendant BOE, by and through its employee John Barbarotta signed the invoice evidencing the amount owed from Defendant for work done by N.E.S.A.I.M. LLC, acknowledging its validity.
281. Defendant BOE agreed, independently or by and through its employee or agent Michael Fumiatti, with RCN that RCN would be paid under the submitted invoice.
282. RCN had no further obligations to Defendant BOE under the Verification, Acknowledgement and Acceptance Agreement.
283. Defendant BOE failed to perform its obligations under the Verification, Acknowledgement and Acceptance Agreement to pay the amount owed for the services as evidenced by the invoice.
284. As a result of the Defendant's failures and breach, RCN has sustained damages.

**Count Forty-Five – Equitable Subrogation – BOE – Invoice #DRS 10-DRMECS**

285. Paragraphs 1 through 9 are hereby incorporated by reference and made Paragraphs 1 through 9 of this Count One as if fully set forth herein.
286. Defendant BOE was and still is primarily liable for the debt represented by the invoice #DRS 10-DRMECS.
287. The debt owed by Defendant BOE was originally owed to N.E.S.A.I.M. LLC.

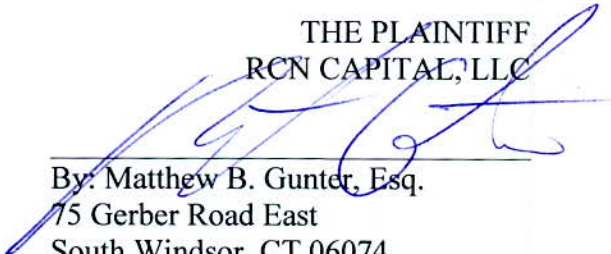
288. RCN paid the debt owed by Defendant BOE to N.E.S.A.I.M. LLC under a written contract, which arrangement was acknowledged and understood by Defendant BOE.

289. RCN now stands in the shoes of and is subrogated to the rights of N.E.S.A.I.M. LLC, and by equity and good conscience, the debt owed by Defendant BOE should be paid to RCN.

**WHEREFORE**, the Plaintiff claims:

1. Monetary damages;
2. Reasonable attorney's fees;
3. Costs of this action;
4. Such other and further relief as the Court deems just.

THE PLAINTIFF  
RCN CAPITAL, LLC



By: Matthew B. Gunter, Esq.  
75 Gerber Road East  
South Windsor, CT 06074  
P: 860-432-4834  
[mgunter@rcncapital.com](mailto:mgunter@rcncapital.com)  
Juris No. 436237  
Its Attorney

RETURN DATE: JUNE 11, 2019 : SUPERIOR COURT  
RCN CAPITAL, LLC : J.D. NEW HAVEN  
V. : AT NEW HAVEN  
CITY OF NEW HAVEN; :  
NEW HAVEN BOARD OF EDUCATION; AND :  
NEW HAVEN DEPARTMENT OF PUBLIC WORKS : MAY 21, 2019

**STATEMENT OF AMOUNT IN DEMAND**

The amount in demand is greater than \$15,000.00 exclusive of costs.

THE PLAINTIFF  
RCN CAPITAL, LLC

By: Matthew B. Gunter, Esq.  
75 Gerber Road East  
South Windsor, CT 06074  
P: 860-432-4834  
[mgunter@rcncapital.com](mailto:mgunter@rcncapital.com)  
Juris No. 436237  
Its Attorney



## EXHIBIT A-1

**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date:

Client's/Vendor's Name Invoice: N.E.S.A.I.M. LLC

Amount:

Customer: NEW HAVEN BOARD OF EDUCATION

In reliance of customer's representations, RCN CAPITAL, LLC ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct, valid and will be paid in full on or before the due date. Said invoices represent bona fide sales and/or services and customer waives any and all claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining thereto including, but not limited to, whether the Vendor is or may be obligated or indebted to you, for any reason whatsoever, and/or whether the Vendor may be obligated or indebted to others, including, but not limited to suppliers, laborers or subcontractors of any tier for any part of the invoices and whether or not such suppliers, laborers or subcontractors of any tier for any part of the invoices may have lien or bond rights or prospective lien or bond rights, and whether or not the same are waived or otherwise released. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale. The goods or services described in said invoice(s) are satisfactory and have been performed and/or received and accepted, without qualification or reservation by the Customer.
2. The above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoice(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN at until and unless otherwise directed by RCN in writing. Jurisdiction and venue of all parties pertaining to this matter shall lie in the state courts of Tolland County, Connecticut, with the prevailing party entitled to the recovery of attorney's fees. Customer irrevocably waives its right to jury trial.
5. Acceptance by you constitutes acceptance of the goods and/or services regardless of any provision of any and all primary contract(s) or subcontract(s) to the contrary and regardless of any subsequent rejection of the goods and/or services by you or the owner of the property and/or primary contractor or any other entity.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at Fax: 860.831.1183. A fax copy of this document shall be deemed an original acknowledged and agreed.

8-26-16

: Customer Name (Print) JOHN BARBAROTTA

Name (Signature) Date

on INVOICENH BOE # NEW 8\$ 5,442.50

Old invoices per our conversation - nasa@mlc@gmail.com - Gmail

12/16/16, 10 21 AM

Open with

**N.E.S.A.L.M. L.L.C. DBA C.C.S.M.**  
**33 DEKWEILL AVI. UNIT 109 / 281 CHAPEL ST.**  
**NEW HAVEN, CT. 06511**  
**CERTIFIED CT. DAS, NEW HAVEN S.C.D., HUD SECTION 3 HARTTOR**  
**BRIDGEPORT, YALE UNIV. & INNH, MDC, M.B.E, S.B.E. 203-910-3**  
**nasa@mlc@gmail.com**

INVOICE NH BDE # DCW 8

SERVICE DATE: 8-15-2016/8-23-16

PO # 76170009-00

CONTRACT # 21429 ON CALL WELDING

CENTRAL KITCHEN

FABRICATION, CUTTING AND WELDING OF BRACKETS 3/8 INCH L CHANNEL STEEL CUT AND DRILLED W/ DRILL. WELDED AT 4 POINTS OF CONTACT PER L BRACKET WITH 240 VOLT MIG WELDER, PAINTED BL

1 DAY TWO MEN AT 9 HOURS EACH @

THE HOURLY RATE OF \$115.00 PER HOUR PER MAN

20 TOTAL MAN HOURS X \$115.00 = \$2,300.00

1 DAY TWO MEN AT 9 HOURS EACH @

THE HOURLY RATE OF \$115.00 PER HOUR PER MAN

18 TOTAL MAN HOURS X \$115.00 = \$2,070.00

MATERIALS = \$975.00

MATERIAL MARKUP = \$87.00

INVOICE TOTAL = \$5,442.00

AUTHORIZED SIGNATURE





## EXHIBIT A-2

**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date

Client's/Vendor's Name: Invoice: N.E.S.A.I M. LLC

Amount:

Customer: NEW HAVEN BOARD OF EDUCATION

In reliance of customer's representations, RCN CAPITAL, LLC ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows

- 1 The gross amount of the invoice(s) reflected above are correct, valid and will be paid in full on or before the due date. Said invoices represent bona fide sales and/or services and customer waives any and all claims, setoffs, recoupments, deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining thereto including, but not limited to, whether the Vendor is or may be obligated or indebted to you, for any reason whatsoever, and/or whether the Vendor may be obligated or indebted to others, including, but not limited to suppliers, laborers or subcontractors of any tier for any part of the invoices and whether or not such suppliers, laborers or subcontractors of any tier for any part of the invoices may have lien or bond rights or prospective lien or bond rights, and whether or not the same are waived or otherwise released. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale. The goods or services described in said invoices(s) are satisfactory and have been performed and/or received and accepted, without qualification or reservation by the Customer.
2. The above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoices(s) for value, in good faith, and without notice of any claim or defense.
- 4 Payment on the above referenced invoice(s) will be made solely to RCN at until and unless otherwise directed by RCN in writing. Jurisdiction and venue of all parties pertaining to this matter shall lie in the state courts of Tolland County, Connecticut, with the prevailing party entitled to the recovery of attorney's fees. Customer irrevocably waives its right to jury trial.
5. Acceptance by you constitutes acceptance of the goods and/or services regardless of any provision of any and all primary contract(s) or subcontract(s) to the contrary and regardless of any subsequent rejection of the goods and/or services by you or the owner of the property and/or primary contractor or any other entity.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at Fax: 860.831.1153. A fax copy of this document shall be deemed an original acknowledged and agreed.

8-26-16

Customer Name (Print) JOHN BARBAROTTA

Name (Signature) Date

on invoice Invoice #  
NH BGE 0669  
\$480.00

Old Invoices per our conversation - nesaimec@gmail.com - Gmail

12/16/16, 10:20 AM

OCW 11.pdf

Open with

**N.E.S.A.I.M. L.L.C. DBA C.C.S.M.  
33 DEKWEILL AVE. UNIT 109 / 281 CHAPEL ST.  
NEW HAVEN, CT. 06511  
CERTIFIED CT. DAS, NEW HAVEN S.C.D., HUD SECTION 3 HANTTOR  
BRIDGEPORT, YALE UNIV. & YNHE, MDC, M.B.E, S.B.E. 203-910-31  
nesaimllc@gmail.com**

INVOICE NN BOE # OCW 9

SERVICE DATE: 8-25-2016

PO # 70170005-80

CONTRACT # 21429 ON CALL WELDING

CENTRAL KITCHEN

INSTALLATION OF 3 L BRACKETS, 2 FLAT BRACES INSIDE TO DISTRIBUTE THE LOAD, FLAT PANEL STEEL AND MOUNTING OF CONDENSER. DRILLED 2, 1/4 INCH HOLES THROUGH BRICK AND CONCRETE WITH ORBITAL HANA DRILL AND CUSTOM 3/8 INCH MASONARY BIT. INSTALL 2, 1/4 INCH GRADE 5 THREADED ROD WITH WASHERS, NUTS AND LOCKS. ALIGN, MOUNT, LEVEL, PAINT AND SECURE.

2 WORKERS @ \$115.00 AN HOUR EACH TO DRILL AND HELP WITH INSTALLATION 10:00AM-11:00PM

TOTAL MAN HOURS 26 @ \$115.00

\$2,990.00

2 ADDITIONAL WORKERS @ \$115.00 AN HOUR EACH TO DRILL AND HELP WITH INSTALLATION 2:00 PM-11:00PM

TOTAL MAN HOURS 16 @ \$115.00

\$1,840.00

INVOICE TOTAL

\$4,830.00

AUTHORIZED SIGNATURE



## EXHIBIT A-3

**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date:  
Client's/Vendor's Name: Invoice: N.E.S.A.I.M. LLC  
Amount:  
Customer: NEW HAVEN BOARD OF EDUCATION

In reliance of customer's representations, RCN CAPITAL, LLC ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct, valid and will be paid in full on or before the due date. Said invoices represent bona fide sales and/or services and customer waives any and all claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining thereto including, but not limited to, whether the Vendor is or may be obligated or indebted to you, for any reason whatsoever, and/or whether the Vendor may be obligated or indebted to others, including, but not limited to suppliers, laborers or subcontractors of any tier for any part of the invoices and whether or not such suppliers, laborers or subcontractors of any tier for any part of the invoices may have lien or bond rights or prospective lien or bond rights, and whether or not the same are waived or otherwise released. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale. The goods or services described in said invoice(s) are satisfactory and have been performed and/or received and accepted, without qualification or reservation by the Customer.
2. The above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoice(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN at until and unless otherwise directed by RCN in writing. Jurisdiction and venue of all parties pertaining to this matter shall lie in the state courts of Tolland County, Connecticut, with the prevailing party entitled to the recovery of attorney's fees. Customer irrevocably waives its right to jury trial.
5. Acceptance by you constitutes acceptance of the goods and/or services regardless of any provision of any and all primary contract(s) or subcontract(s) to the contrary and regardless of any subsequent rejection of the goods and/or services by you or the owner of the property and/or primary contractor or any other entity.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at Fax: 860.831.1153. A fax copy of this document shall be deemed an original acknowledged and agreed

8-26-16 : Customer Name (Print) JOHN BARBAROTTA

Name (Signature) Date

on invoice #

NH BOE OCP # 8-26-16

\$7,880.00

**N.E.S.A.I.M. L.L.C. DBA C.C.S.M.****33 DIXWELL AVE. UNIT 109/281 CHAPEL ST.****NEW HAVEN, CT. 06511****CERTIFIED/CT. DAS, NEW HAVEN S.C.D., HUD SECTION 3 HARTFORD, BRIDGEPORT, YALE  
UNIV. & YNHE, MDC, M.E.E, S.D.E. 203-910-3963  
nesaimllo@gmail.com**

INVOICE FOR NH DOE OCP # 2-2016

SERVICE DATE 8-17-2016

PO # 70170083-00

CONTRACT # 60401B-1-3 ON CALL PAINTING

WORK ORDER # 74368


FAIR HAVEN SCHOOL MAJOR WALL REPAIR IN PLASTER AND CONCRETE ROOM 306 &amp; 307

8-22-2016 / 3 MEN @ \$60.00 EACH FOR 8.0 HOURS EACH 27 HOURS DAY TOTAL \$1,360.00

8-23-2016 / 3 MEN @ \$60.00 EACH FOR 8.0 HOURS EACH 27 HOURS DAY TOTAL \$1,360.00

306			1680	sq. ft.
307			1680	sq. ft.
Total square footage			3360	sq. ft.
Prep	\$0.30	X	3360	= \$1,008.00
Prime coat	\$0.40	X	3360	= \$1,344.00
1st coat	\$0.40	X	3360	= \$1,344.00
2nd coat	\$0.40	X	3360	= \$1,344.00
SUBTOTAL				= \$8,940.00
Material markup 10%				= \$140.00
INVOICE TOTAL				= \$7,980.00

AUTHORIZED SIGNATURE





## EXHIBIT A-4

VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT

Date:

Client's/Vendor's Name: Invoice: N.E.S.A.I.M. LLC

Amount: \$7,224 / # SNOW 1-16

Customer: NEW HAVEN PUBLIC WORKS DEPARTMENT

In reliance of customer's representations, RCN CAPITAL, LLC ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct, valid and will be paid in full on or before the due date. Said invoices represent bona fide sales and/or services and customer waives any and all claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining thereto including, but not limited to, whether the Vendor is or may be obligated or indebted to you, for any reason whatsoever, and/or whether the Vendor may be obligated or indebted to others, including, but not limited to suppliers, laborers or subcontractors of any tier for any part of the invoices and whether or not such suppliers, laborers or subcontractors of any tier for any part of the invoices may have lien or bond rights or prospective lien or bond rights, and whether or not the same are waived or otherwise released. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale. The goods or services described in said invoice(s) are satisfactory and have been performed and/or received and accepted, without qualification or reservation by the Customer.
2. The above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above
3. Based on this documents, RCN has or will acquire the above referenced invoice(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN at until and unless otherwise directed by RCN in writing. Jurisdiction and venue of all parties pertaining to this matter shall be in the state courts of Tolland County, Connecticut, with the prevailing party entitled to the recovery of attorney's fees. Customer irrevocably waives its right to jury trial.
5. Acceptance by you constitutes acceptance of the goods and/or services regardless of any provision of any and all primary contract(s) or subcontract(s) to the contrary and regardless of any subsequent rejection of the goods and/or services by you or the owner of the property and/or primary contractor or any other entity.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at Fax: 860.831.1153. A fax copy of this document shall be deemed an original acknowledged and agreed.

Mark DeCola : Customer Name (Print) MARK DECOLA

Name (Signature) Date

1-11-17

INV. Amount \$7,224.00

INV. # SNOW 1-16

# N.E.S.A.I.M. LLC

33 DIXWELL AVE. UNIT 109

NEW HAVEN, CT. 06511

203-910-3983 / nesaimllc@gmail.com

INVOICE# SNOW 1-16

SNOW AND ICE  
CONTRACT #

SERVICES

		TRUCKS	HOURLY RATE EACH	GROSS COST PER HOUR	
DATE	12-11-16	7	\$ 172.00	\$	1,204.00
		6 HOURS	TOTAL		
SERVICE TIME IN	6:00PM				
SERVICE TIME OUT	MIDNITE				
		INVOICE TOTAL	\$		7,224.00

MARK DECOLA

AUTHORIZED SIGNATURE





## EXHIBIT A-5

VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT

Date:

Client's/Vendor's Name: Invoice: N.E.S.A.I.M. LLC

Amount: \$ 26,832.00 # 3-17A

Customer: NEW HAVEN PUBLIC WORKS DEPARTMENT

In reliance of customer's representations, RCN CAPITAL, LLC ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct, valid and will be paid in full on or before the due date. Said invoices represent bona fide sales and/or services and customer waives any and all claims, setoffs, recoupments, deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining thereto including, but not limited to, whether the Vendor is or may be obligated or indebted to you, for any reason whatsoever, and/or whether the Vendor may be obligated or indebted to others, including, but not limited to suppliers, laborers or subcontractors of any tier for any part of the invoices and whether or not such suppliers, laborers or subcontractors of any tier for any part of the invoices may have lien or bond rights or prospective lien or bond rights, and whether or not the same are waived or otherwise released. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale. The goods or services described in said invoice(s) are satisfactory and have been performed and/or received and accepted, without qualification or reservation by the Customer.
2. The above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoice(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN at until and unless otherwise directed by RCN in writing. Jurisdiction and venue of all parties pertaining to this matter shall lie in the state courts of Tolland County, Connecticut, with the prevailing party entitled to the recovery of attorney's fees. Customer irrevocably waives its right to jury trial.
5. Acceptance by you constitutes acceptance of the goods and/or services regardless of any provision of any and all primary contract(s) or subcontract(s) to the contrary and regardless of any subsequent rejection of the goods and/or services by you or the owner of the property and/or primary contractor or any other entity.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at Fax: 860.831.1153. A fax copy of this document shall be deemed an original acknowledged and agreed.

Mark De Cola Customer Name (Print) MARK DECOLA

Name (Signature) Date

1-12-17

INVOICE AMT \$ 26,832.00

INVOICE # 3-17A

**N.E.S.A.I.M. LLC****33 DIXWELL AVE.****UNIT 109****NEW HAVEN, CT. 06511****203-910-3983 / nesaimllc@gmail.com**

INVOICE # SNOW 3-17A

SNOW AND ICE

SERVICES

CONTRACT #

RFP 2017-05-1096

TRUCKS HOURLY RATE EACH GROSS COST PER HOUR

DATE	1-7-17		\$	172.00	
SERVICE TIME IN	1-7-16 1:00PM	TOTAL 4 @	\$	172.00	\$ 688.00
SERVICE TIME OUT	1-8-17 8:00AM	TOTAL 4 @	\$	172.00	19 HOURS X \$688.00=\$13,072.00
SERVICE TIME IN	1-7-17 12:00PM	TOTAL 4 @	\$	172.00	\$ 688.00
SERVICE TIME OUT	1-8-17 8:00AM	TOTAL 4 @	\$	172.00	20 HOURS X \$688.00=\$13,760.00

INVOICE TOTAL \$

26,832.00

MARK DECOLA

AUTHORIZED SIGNATURE





## EXHIBIT A-6

**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date:

Client's/Vendor's Name Invoice N.E.S.A.I.M LLC

Amount:

Customer NEW HAVEN PUBLIC WORKS DEPARTMENT

In reliance of customer's representations, RCN CAPITAL, LLC ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows.

- 1 The gross amount of the invoice(s) reflected above are correct, valid and will be paid in full on or before the due date. Said invoices represent bona fide sales and/or services and customer waives any and all claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining thereto including, but not limited to, whether the Vendor is or may be obligated or indebted to you, for any reason whatsoever, and/or whether the Vendor may be obligated or indebted to others, including, but not limited to suppliers, laborers or subcontractors of any tier for any part of the invoices and whether or not such suppliers, laborers or subcontractors of any tier for any part of the invoices may have lien or bond rights or prospective lien or bond rights, and whether or not the same are waived or otherwise released. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale. The goods or services described in said invoice(s) are satisfactory and have been performed and/or received and accepted, without qualification or reservation by the Customer.
- 2 The above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
- 3 Based on this documents, RCN has or will acquire the above referenced invoice(s) for value, in good faith, and without notice of any claim or defense.
- 4 Payment on the above referenced invoice(s) will be made solely to RCN at until and unless otherwise directed by RCN in writing. Jurisdiction and venue of all parties pertaining to this matter shall lie in the state courts of Tolland County, Connecticut, with the prevailing party entitled to the recovery of attorney's fees. Customer irrevocably waives its right to jury trial.
- 5 Acceptance by you constitutes acceptance of the goods and/or services regardless of any provision of any and all primary contract(s) or subcontract(s) to the contrary and regardless of any subsequent rejection of the goods and/or services by you or the owner of the property and/or primary contractor or any other entity.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at Fax: 860.831.1183. A fax copy of this document shall be deemed an original acknowledged and agreed

Mark Decola Customer Name (Print) MARK DECOLA

Name (Signature) Date

1-19-17

Inv. # 49,286

Inv. # SSD-1

# **N.E.S.A.I.M. LLC**

**33 DIXWEL UNIT 109**

**NEW HAVEN, CT. 06511**

**203-910-3983 / nesaimllc@gmail.com**

INVOICE # SSD-1

STREET SWEEPING

DISPOSAL SERVICES

CONTRACT # 21441-1-4

	TONS	TONS RATE EACH	GROSS COST PER TONS REMOVED
TONS TO DATE 1/18/17	1297	\$ 38.00	\$ 49,286.00

INVOICE TOTAL \$ 49,286.00

MARK DECOLA

AUTHORIZED SIGNATURE





## EXHIBIT A-7

VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT

Date: 2-11-17

Client's/Vendor's Name: Invoice: N.E.S A.I.M. LLC

Amount: \$ 9632.00

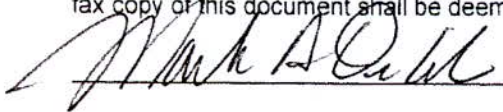
INVOICE # 5-17

Customer: NEW HAVEN PUBLIC WORKS DEPARTMENT

In reliance of customer's representations, **RCN CAPITAL, LLC** ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct, valid and will be paid in full on or before the due date. Said invoices represent bona fide sales and/or services and customer waives any and all claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining thereto including, but not limited to, whether the Vendor is or may be obligated or indebted to you, for any reason whatsoever, and/or whether the Vendor may be obligated or indebted to others, including, but not limited to suppliers, laborers or subcontractors of any tier for any part of the invoices and whether or not such suppliers, laborers or subcontractors of any tier for any part of the invoices may have lien or bond rights or prospective lien or bond rights, and whether or not the same are waived or otherwise released. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale. The goods or services described in said invoice(s) are satisfactory and have been performed and/or received and accepted, without qualification or reservation by the Customer.
2. The above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoice(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN at until and unless otherwise directed by RCN in writing. Jurisdiction and venue of all parties pertaining to this matter shall lie in the state courts of Tolland County, Connecticut, with the prevailing party entitled to the recovery of attorney's fees. Customer irrevocably waives its right to jury trial.
5. Acceptance by you constitutes acceptance of the goods and/or services regardless of any provision of any and all primary contract(s) or subcontract(s) to the contrary and regardless of any subsequent rejection of the goods and/or services by you or the owner of the property and/or primary contractor or any other entity.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at **Fax: 860.831.1153**. A fax copy of this document shall be deemed an original acknowledged and agreed.



Customer Name (Print) MARK DECOLA

Name (Signature) Date

2-14-17

**N.E.S.A.I.M. LLC****33 DIXWELL AVE.****UNIT 109****NEW HAVEN, CT. 06511****203-910-3983 / nesaimllc@gmail.com**

INVOICE # SNOW 5-17

SNOW AND ICE

SERVICES

CONTRACT #

RFP 2017-05-1096

TRUCKS HOURLY RATE EACH GROSS COST PER HOUR

DATE 2-10-17/ 2-11-17

\$ 172.00

SERVICE TIME IN 2-10-17 9:00PM

TOTAL 4 @

\$ 172.00 \$

688.00

SERVICE TIME OUT 2-11-17 11:00AM

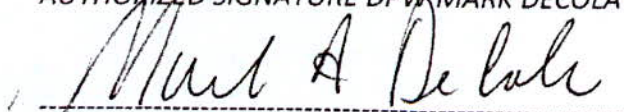
TOTAL 4 @ TOTAL 4 @

\$ 172.00

14 HOURS X \$688.00 X 8 = \$9632.00

INVOICE TOTAL

AUTHORIZED SIGNATURE DPW MARK DECOLA





**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date: 3/13/17

Client's/Vendor's Name: N.E.S.A.I.M. LLC

Invoice: SNOW 5-17

Amount: \$9,632.00

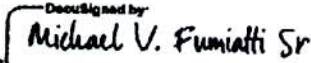
Customer: CITY OF NEW HAVEN, DEPARTMENT OF PUBLIC WORKS

In reliance of customer's representations, **RCN CAPITAL, LLC ("RCN")** is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct and said invoices have been approved for payment. To the best knowledge of the New Haven Board of Education, there currently exist no claims, setoffs, recoupments, deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining to the invoices reflected above. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale.
2. To the best knowledge of the New Haven Board of Education, the above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoices(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN until and unless otherwise directed by RCN in writing.
5. Any disputes, claims or legal issues shall be resolved in accordance with the terms of the contract between the New Haven Board of Education and N.E.S.A.I.M., Inc.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at **(860) 831-1153**. A fax copy of this document shall be deemed an original acknowledged and agreed.

CITY OF NEW HAVEN

By:   
Michael Fumiatti

3/13/2017

Date

# N.E.S.A.I.M. LLC

**33 DIXWELL AVE.**

**UNIT 109**

**NEW HAVEN, CT. 06511**

**203-910-3983 / nesaimllc@gmail.com**

INVOICE # SNOW 5-17

SNOW AND ICE

SERVICES

CONTRACT #

RFP 2017-05-1096

TRUCKS HOURLY RATE EACH GROSS COST PER HOUR

DATE 2-10-17/ 2-11-17

\$ 172.00

SERVICE TIME IN 2-10-17 9:00PM

TOTAL 4 @

\$

172.00

\$

688.00

SERVICE TIME OUT 2-11-17 11:00AM

TOTAL 4 @

TOTAL 4 @

\$

172.00

14 HOURS X \$688.00 X 8 = \$9632.00

INVOICE TOTAL

AUTHORIZED SIGNATURE DPW MARK DECOLA

*Mark A De Cola*

*\$9,632.00*  
*oh*

## EXHIBIT A-8



**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date: 3/13/17

Client's/Vendor's Name: N.E.S.A.I.M. LLC

Invoice: SNOW 4-17

Amount: \$34,830.00

Customer: CITY OF NEW HAVEN, DEPARTMENT OF PUBLIC WORKS

In reliance of customer's representations, **RCN CAPITAL, LLC** ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct and said invoices have been approved for payment. To the best knowledge of the New Haven Board of Education, there currently exist no claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining to the invoices reflected above. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale.
2. To the best knowledge of the New Haven Board of Education, the above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoices(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN until and unless otherwise directed by RCN in writing.
5. Any disputes, claims or legal issues shall be resolved in accordance with the terms of the contract between the New Haven Board of Education and N.E.S.A.I.M., Inc.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at (860) 831-1153. A fax copy of this document shall be deemed an original acknowledged and agreed.

CITY OF NEW HAVEN

DocuSigned by:  
By: Michael V. Fumiatti Sr  
Michael Fumiatti

3/13/2017

Date

**N.E.S.A.I.M. LLC****33 DIXWELL AVE.****UNIT 109****NEW HAVEN, CT. 06511****203-910-3983 / nesaimllc@gmail.com**

INVOICE # SNOW 4-17

SNOW AND ICE

SERVICES

CONTRACT # RFP 2017-05-1096

TRUCKS HOURLY RATE EACH GROSS COST PER HOUR

DATE 2-9-17/2-10-17

\$ 172.00

SERVICE TIME IN 2-9-17 7:00AM

TOTAL 8 @

\$ 172.00 \$

1,376.00

SERVICE TIME OUT 2-10-17 4:00AM

TOTAL 4 @

TOTAL 8 @

\$ 172.00

21 HOURS X \$1376.00 X 8 = \$28,896.00

SERVICE TIME IN 2-9-17 12:00PM

TOTAL 1 @

\$ 172.00 \$

172.00

SERVICE TIME OUT 2-10-17 8:00AM

TOTAL 4 @

TOTAL 1 @

\$ 172.00

15 HOURS X \$172.00 = \$2580

SERVICE TIME IN 2-9-17 12:00PM

TOTAL 1 @

\$ 172.00 \$

172.00

SERVICE TIME OUT 2-10-17 8:00AM

TOTAL 4 @

TOTAL 1 @

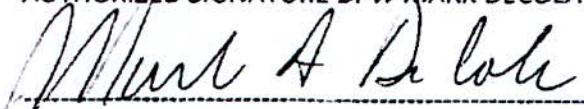
\$ 172.00

19.5 HOURS X \$172.00 = \$3354

INVOICE TOTAL \$

34,830.00

AUTHORIZED SIGNATURE DPW MARK DECOLA

\$34,830.<sup>00</sup>



VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT

Date 2-11-17

Client's/Vendor's Name Invoice N.E.S.A.I.M. LLC

Amount \$34,830.00

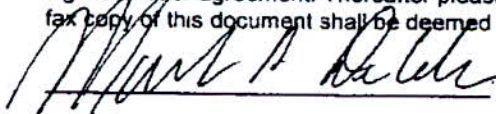
INVOICE # 4-17

Customer NEW HAVEN PUBLIC WORKS DEPARTMENT

In reliance of customer's representations RCN CAPITAL, LLC ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

- 1 The gross amount of the invoice(s) reflected above are correct, valid and will be paid in full on or before the due date. Said invoices represent bona fide sales and/or services and customer waives any and all claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining thereto including, but not limited to, whether the Vendor is or may be obligated or indebted to you, for any reason whatsoever, and/or whether the Vendor may be obligated or indebted to others, including, but not limited to suppliers, laborers or subcontractors of any tier for any part of the invoices and whether or not such suppliers, laborers or subcontractors of any tier for any part of the invoices may have lien or bond rights or prospective lien or bond rights, and whether or not the same are waived or otherwise released. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale. The goods or services described in said invoices(s) are satisfactory and have been performed and/or received and accepted, without qualification or reservation by the Customer.
- 2 The above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
- 3 Based on this documents, RCN has or will acquire the above referenced invoice(s) for value, in good faith, and without notice of any claim or defense.
- 4 Payment on the above referenced invoice(s) will be made solely to RCN at until and unless otherwise directed by RCN in writing. Jurisdiction and venue of all parties pertaining to this matter shall lie in the state courts of Tolland County, Connecticut, with the prevailing party entitled to the recovery of attorney's fees. Customer irrevocably waives its right to jury trial.
- 5 Acceptance by you constitutes acceptance of the goods and/or services regardless of any provision of any and all primary contract(s) or subcontract(s) to the contrary and regardless of any subsequent rejection of the goods and/or services by you or the owner of the property and/or primary contractor or any other entity.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at Fax: 860.831.1153. A fax copy of this document shall be deemed an original acknowledged and agreed



Customer Name (Print) MARK DECOLA

Name (Signature) Date

2-14-17



**N.E.S.A.I.M. LLC****33 DIXWELL AVE.****UNIT 109****NEW HAVEN, CT. 06511****203-910-3983 / nesaimllc@gmail.com**

INVOICE # SNOW 4-17

SNOW AND ICE

SERVICES

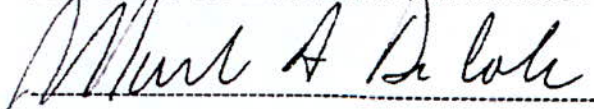
CONTRACT #

RFP 2017-05-1096

TRUCKS HOURLY RATE EACH GROSS COST PER HOUR

DATE	2-9-17/ 2-10-17	\$	172.00	
SERVICE TIME IN	2-9-17 7:00AM	TOTAL 8 @	\$ 172.00	\$ 1,376.00
SERVICE TIME OUT	2-10-17 4:00AM	TOTAL 4 @	\$ 172.00	21 HOURS X \$1376.00 X 8 = \$28,896.00
SERVICE TIME IN	2-9-17 12:00PM	TOTAL 1 @	\$ 172.00	\$ 172.00
SERVICE TIME OUT	2-10-17 8:00AM	TOTAL 4 @	\$ 172.00	15 HOURS X \$172.00 = \$2580
SERVICE TIME IN	2-9-17 12:00PM	TOTAL 1 @	\$ 172.00	\$ 172.00
SERVICE TIME OUT	2-10-17 8:00AM	TOTAL 4 @	\$ 172.00	19.5 HOURS X \$172.00 = \$3354
INVOICE TOTAL			\$	34,830.00

AUTHORIZED SIGNATURE DPW MARK DECOLA



## EXHIBIT A-9

**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date: 3/13/17

Client's/Vendor's Name: N.E.S.A.I.M. LLC

Invoice: 3-2017

Amount: \$11,751.86

Customer: CITY OF NEW HAVEN, DEPARTMENT OF PUBLIC WORKS

In reliance of customer's representations, **RCN CAPITAL, LLC** ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct and said invoices have been approved for payment. To the best knowledge of the New Haven Board of Education, deductions, credits, setoffs, recoupments, breach of warranty, failure of consideration, fraud, invoice(s) do not per is reflected above. The guaranteed sale or exchange sale.
2. To the best knowlec of Education, the above referenced Vendor I ed any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoices(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN until and unless otherwise directed by RCN in writing.
5. Any disputes, claims or legal issues shall be resolved in accordance with the terms of the contract between the New Haven Board of Education and N.E.S.A.I.M., Inc.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at (860) 831-1153. A fax copy of this document shall be deemed an original acknowledged and agreed.

CITY OF NEW HAVEN

DocuSigned by  
By: Michael V. Fumiatti Sr  
313ED1EE12C0404  
Michael Fumiatti

3/13/2017

Date



# N.E.S.A.I.M. LLC

**33 DIXWEL UNIT 109****NEW HAVEN, CT. 06511****203-910-3983 / nesaimllc@gmail.com**

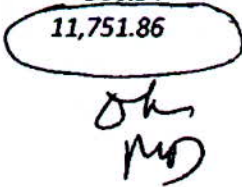
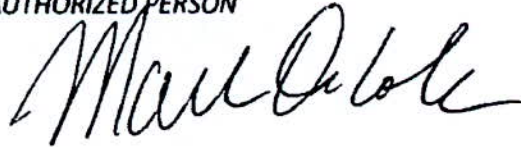
INVOICE # 3-2017

STREET SWEEPING

DISPOSAL SERVICES

CONTRACT # 21441-1-4

	TONS	TONS RATE EACH	GROSS COST PER TONS REMOVED	TICKET #
2/24/17	35.60	\$ 38.00	\$ 1,352.80	7294
2/24/17	21.09	\$ 38.00	\$ 801.42	7295
2/25/17	26.98	\$38.00	\$ 1,025.24	7526
2/25/17	23.55	\$38.00	\$ 894.90	7521
2/27/17	22.59	\$38.00	\$ 858.42	7297
2/27/17	22.16	\$38.00	\$ 842.08	7339
2/28/17	20.11	\$38.00	\$ 764.18	7279
2/28/17	21.80	\$38.00	\$ 828.40	7280
2/28/17	23.88	\$38.00	\$ 907.44	7310
3/1/17	23.84	\$38.00	\$ 905.92	7336
3/1/17	23.23	\$38.00	\$ 882.72	7338
3/2/17	19.00	\$38.00	\$ 722.00	7335
3/2/17	25.43	\$38.00	\$ 966.34	7334
INVOICE TOTAL		\$	11,751.86	

PRINTED NAME OF AUTHORIZED PERSON  
MARK DECOLA

## EXHIBIT A-10

**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date: 4/10/17

Client's/Vendor's Name: N.E.S.A.I.M. LLC

Invoice: SSD-5

Amount: \$31,800.00

Customer: CITY OF NEW HAVEN, DEPARTMENT OF PUBLIC WORKS

In reliance of customer's representations, **RCN CAPITAL, LLC** ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct and said invoices have been approved for payment. To the best knowledge of the New Haven Board of Education, there currently exist no claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining to the invoices reflected above. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale.
2. To the best knowledge of the New Haven Board of Education, the above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoices(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN until and unless otherwise directed by RCN in writing.
5. Any disputes, claims or legal issues shall be resolved in accordance with the terms of the contract between the New Haven Board of Education and N.E.S.A.I.M., Inc.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at **(860) 831-1153**. A fax copy of this document shall be deemed an original acknowledged and agreed.

CITY OF NEW HAVEN

By:   
Michael Fumiatti

4/10/2017

Date



# **N.E.S.A.I.M. LLC**

**33 DIXWEL UNIT 109**

**NEW HAVEN, CT. 06511**

**203-910-3983 / nesaimllc@gmail.com**

INVOICE # SSD-5

STREET SWEEPING

DISPOSAL SERVICES

CONTRACT # 21441-1-4

	YARDS	YARDS RATE EACH	GROSS COST PER TONS REMOVED
TONS TO DATE	2650	\$ 12.00	\$
3/15/2017 YARDS			31,800.00

INVOICE TOTAL	\$	31,800.00
SCREENED MATERIAL PRIOR TO REMOVAL		



## EXHIBIT A-11

**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date: 6/7/17

Client's/Vendor's Name: N.E.S.A.I.M. LLC

Invoice: DRS 8-ESUMS

Amount: \$1,740.00

Customer: CITY OF NEW HAVEN, BOARD OF EDUCATION

In reliance of customer's representations, **RCN CAPITAL, LLC** ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct and said invoices have been approved for payment. To the best knowledge of the New Haven Board of Education, there currently exist no claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining to the invoices reflected above. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale.
2. To the best knowledge of the New Haven Board of Education, the above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoices(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN until and unless otherwise directed by RCN in writing.
5. Any disputes, claims or legal issues shall be resolved in accordance with the terms of the contract between the New Haven Board of Education and N.E.S.A.I.M., Inc.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at (860) 831-1153. A fax copy of this document shall be deemed an original acknowledged and agreed.

CITY OF NEW HAVEN

By   
Michael Fumiatti

6/7/2017

Date



NESAIM LLC  
 33 DIXWELL AVE UNIT 109  
 NEW HAVEN, CT 06511  
 203-910-3983  
 PO # 70170038-00

ESUMS

DATE 5/31/2017 DUMPSTER RENTAL SERVICE LEEDER HILL  
 INVOICE # DRS 8-2511-15 BOE

LOCATION	6YD	COST	6YD	COST	2
MONTHLY	DUMPS		DUMPS		
DATE	1st	\$ 40.00	1st	\$ 40.00	\$ 20.00
	2nd	\$ 40.00	2nd	\$ 40.00	\$ 20.00
	3rd	\$ 40.00	3rd	\$ 40.00	
	4th	\$ 40.00	4th	\$ 40.00	\$ 20.00
	5th	\$ 40.00	5th	\$ 40.00	\$ 20.00
	6th	\$ 40.00	6th	\$ 40.00	
	7th	\$ 40.00	7th	\$ 40.00	\$ 20.00
	8th	\$ 40.00	8th	\$ 40.00	\$ 20.00
	9th	\$ 40.00	9th	\$ 40.00	
	10th	\$ 40.00	10th	\$ 40.00	\$ 20.00
	11th	\$ 40.00	11th	\$ 40.00	\$ 20.00
	12th	\$ 40.00	12th	\$ 40.00	
	13th	\$ 40.00	13th	\$ 40.00	\$ 20.00
		\$ 520.00		\$ 520.00	\$ 180.00
MONTHLY	6YD	COST			
	DUMPS				

1st	\$	40.00	
2nd	\$	40.00	
3rd	\$	40.00	
4th	\$	40.00	
5th	\$	40.00	
6th	\$	40.00	
7th	\$	40.00	
8th	\$	40.00	
9th	\$	40.00	
10th	\$	40.00	
11th	\$	40.00	
12th	\$	40.00	
13th	\$	40.00	
	\$	520.00	
			INVOICE TOTAL \$ 1,740.00
AUTHORIZED	SIGNATURE	<i>[Signature]</i>	

## EXHIBIT A-12



**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date: 6/7/17

Client's/Vendor's Name: N.E.S.A.I.M. LLC

Invoice: DRS 9-DRMECS

Amount: \$3,570.00

Customer: CITY OF NEW HAVEN, BOARD OF EDUCATION

In reliance of customer's representations, **RCN CAPITAL, LLC ("RCN")** is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct and said invoices have been approved for payment. To the best knowledge of the New Haven Board of Education, there currently exist no claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining to the invoices reflected above. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale.
2. To the best knowledge of the New Haven Board of Education, the above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoices(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN until and unless otherwise directed by RCN in writing.
5. Any disputes, claims or legal issues shall be resolved in accordance with the terms of the contract between the New Haven Board of Education and N.E.S.A.I.M., Inc.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at (860) 831-1153. A fax copy of this document shall be deemed an original acknowledged and agreed.

CITY OF NEW HAVEN

DocuSigned by:  
By: Michael Fumiatti  
Michael Fumiatti

6/7/2017

Date

NESAIM LLC  
 33 DIXWELL AVE UNIT 109  
 NEW HAVEN, CT 06511  
 203-910-3983

DR REGINALD MAYO EARLY CHILDHOOD SCHOOL, 185 GOFFEST, NEW HAVEN, CT. 06511

DATE 5/31/2017 DUMPSTER RENTAL SERVICE LEEDER HILL

INVOICE # DRS 9-DRMECS

BOE

PO # 70170038-00

LOCATION	6YD	COST	6YD	COST	6YD	COST	S TOTERS	
MONTHLY	DUMPS		DUMPS		DUMPS			DUMPS
DATE	1st	\$ 40.00	1st	\$ 40.00	1st	\$ 40.00	\$ 50.00	1st
	2nd	\$ 40.00	2nd	\$ 40.00	2nd	\$ 40.00	\$ 50.00	2nd
	3rd	\$ 40.00	3rd	\$ 40.00	3rd	\$ 40.00		
	4th	\$ 40.00	4th	\$ 40.00	4th	\$ 40.00	\$ 50.00	3rd
	5th	\$ 40.00	5th	\$ 40.00	5th	\$ 40.00	\$ 50.00	4th
	6th	\$ 40.00	6th	\$ 40.00	6th	\$ 40.00		
	7th	\$ 40.00	7th	\$ 40.00	7th	\$ 40.00	\$ 50.00	5th
	8th	\$ 40.00	8th	\$ 40.00	8th	\$ 40.00	\$ 50.00	6th
	9th	\$ 40.00	9th	\$ 40.00	9th	\$ 40.00		
	10th	\$ 40.00	10th	\$ 40.00	10th	\$ 40.00	\$ 50.00	7th
	11th	\$ 40.00	11th	\$ 40.00	11th	\$ 40.00	\$ 50.00	8th
	12th	\$ 40.00	12th	\$ 40.00	12th	\$ 40.00		
	13th	\$ 40.00	13th	\$ 40.00	13th	\$ 40.00	\$ 50.00	9th
		\$ 520.00		\$ 520.00		\$ 520.00	\$ 420.00	



	6YD	COST	6YD	COST	6YD	COST
	1st	\$ 40.00	1st	\$ 40.00	1st	\$ 40.00
	2nd	\$ 40.00	2nd	\$ 40.00	2nd	\$ 40.00
	3rd	\$ 40.00	3rd	\$ 40.00	3rd	\$ 40.00
	4th	\$ 40.00	4th	\$ 40.00	4th	\$ 40.00
	5th	\$ 40.00	5th	\$ 40.00	5th	\$ 40.00
	6th	\$ 40.00	6th	\$ 40.00	6th	\$ 40.00
	7th	\$ 40.00	7th	\$ 40.00	7th	\$ 40.00
	8th	\$ 40.00	8th	\$ 40.00	8th	\$ 40.00
	9th	\$ 40.00	9th	\$ 40.00	9th	\$ 40.00
	10th	\$ 40.00	10th	\$ 40.00	10th	\$ 40.00
	11th	\$ 40.00	11th	\$ 40.00	11th	\$ 40.00
	12th	\$ 40.00	12th	\$ 40.00	12th	\$ 40.00
	13th	\$ 40.00	13th	\$ 40.00	13th	\$ 40.00
		\$ 520.00		\$ 520.00		\$ 520.00
					INVOICE TOTAL	\$ 3,540.00
AUTHORIZED	SIGNATURE					



## EXHIBIT A-13

**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date: 7/18/17

Client's/Vendor's Name: N.E.S.A.I.M. LLC

Invoice: DRS 9

Amount: \$1,320.00

Customer: CITY OF NEW HAVEN, BOARD OF EDUCATION

In reliance of customer's representations, **RCN CAPITAL, LLC** ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct and said invoices have been approved for payment. To the best knowledge of the New Haven Board of Education, there currently exist no claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining to the invoices reflected above. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale.
2. To the best knowledge of the New Haven Board of Education, the above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoices(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN until and unless otherwise directed by RCN in writing.
5. Any disputes, claims or legal issues shall be resolved in accordance with the terms of the contract between the New Haven Board of Education and N.E.S.A.I.M., Inc.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at (860) 831-1153. A fax copy of this document shall be deemed an original acknowledged and agreed.

CITY OF NEW HAVEN

By: DocuSigned by:  
Michael Fumiatti  
31306171220004  
Michael Fumiatti

7/19/2017

Date

NESAIM LLC, 33 DIXWELL AVE, UNIT 109, NEW HAVEN, CT 06511  
203 910-3983

SUMS BOE DUMPSTER RENTAL SERVICE AT WEST HAVEN  
INVOICE # DRS 9 CONTRACT # 21408-1 2 PO#70170038  
6/30/2017

MONTHLY	DUMPS	4YD	COST	6YD	2 TOTER	INVOICE TOTAL
		1st	\$ 20.00	1st	\$ 40.00 \$ 20.00	1st
		2nd	\$ 20.00	2nd	\$ 40.00 \$ 20.00	2nd
		3rd	\$ 20.00	3rd	\$ 40.00	
		4th	\$ 20.00	4th	\$ 40.00 \$ 20.00	3rd
		5th	\$ 20.00	5th	\$ 40.00 \$ 20.00	4th
		6th	\$ 20.00	6th	\$ 40.00	
		7th	\$ 20.00	7th	\$ 40.00 \$ 20.00	5th
		8th	\$ 20.00	8th	\$ 40.00 \$ 20.00	6th
		9th	\$ 20.00	9th	\$ 40.00	
		10th	\$ 20.00	10th	\$ 40.00 \$ 20.00	7th
			\$ 200.00		\$ 400.00 \$ 140.00 \$ 920.00	

AUTHORIZED SIGNATURE



6YD	
1st	\$ 40.00
2nd	\$ 40.00
3rd	\$ 40.00
4th	\$ 40.00
5th	\$ 40.00
6th	\$ 40.00
7th	\$ 40.00
8th	\$ 40.00
9th	\$ 40.00
10th	\$ 40.00

\$ 400.00  
INVOICE TOTAL

\$ 1,320.00





## EXHIBIT A-14

**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date: 7/18/17

Client's/Vendor's Name: N.E.S.A.I.M. LLC

Invoice: DRS 9-NHA

Amount: \$1,340.00

Customer: CITY OF NEW HAVEN, BOARD OF EDUCATION

In reliance of customer's representations, **RCN CAPITAL, LLC** ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct and said invoices have been approved for payment. To the best knowledge of the New Haven Board of Education, there currently exist no claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining to the invoices reflected above. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale.
2. To the best knowledge of the New Haven Board of Education, the above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoices(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN until and unless otherwise directed by RCN in writing.
5. Any disputes, claims or legal issues shall be resolved in accordance with the terms of the contract between the New Haven Board of Education and N.E.S.A.I.M., Inc.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at (860) 831-1153. A fax copy of this document shall be deemed an original acknowledged and agreed.

CITY OF NEW HAVEN

DocuSigned by:  
By: Michael Fumiatti  
313FD1FF13C9404  
Michael Fumiatti

7/19/2017

Date

NESAIM LLC  
 33 DIXWELL AVE UNIT 109  
 NEW HAVEN, CT. 06511  
 203-910-3983  
 PO # 70170038-00  
 NEW HAVEN ACADEMY

FINAEL INVOICE

DATE 6/30/2017 DUMPSTER RENTAL SERVICE LEEDER HILL  
 INVOICE # DRS 9-NHA BOE

LOCATION MONTHLY DATE	6YD DUMPS	COST	6YD DUMPS	COST	2 DUMPS	
	1st	\$ 40.00	1st	\$ 40.00	1st	\$ 20.00
	2nd	\$ 40.00	2nd	\$ 40.00	2nd	\$ 20.00
	3rd	\$ 40.00	3rd	\$ 40.00		
	4th	\$ 40.00	4th	\$ 40.00	3rd	\$ 20.00
	5th	\$ 40.00	5th	\$ 40.00	4th	\$ 20.00
	6th	\$ 40.00	6th	\$ 40.00		
	7th	\$ 40.00	7th	\$ 40.00	5th	\$ 20.00
	8th	\$ 40.00	8th	\$ 40.00	6th	\$ 20.00
	9th	\$ 40.00	9th	\$ 40.00		
	10th	\$ 40.00	10th	\$ 40.00	7th	\$ 20.00
		\$ 400.00		\$ 400.00		\$ 140.00



MONTHLY

6YD DUMPS	COST
1st	\$ 40.00
2nd	\$ 40.00
3rd	\$ 40.00
4th	\$ 40.00
5th	\$ 40.00
6th	\$ 40.00
7th	\$ 40.00
8th	\$ 40.00
9th	\$ 40.00
10th	\$ 40.00

\$ 400.00

INVOICE TOTAL \$ 1,340.00

/

AUTHORIZED SIGNATURE

/

## EXHIBIT A-15

**VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT**

Date: 7/18/17

Client's/Vendor's Name: N.E.S.A.I.M. LLC

Invoice: DRS 10-DRMECS

Amount: \$2,750.00

Customer: CITY OF NEW HAVEN, BOARD OF EDUCATION

In reliance of customer's representations, **RCN CAPITAL, LLC** ("RCN") is factoring the above invoice(s) due to Client/Vendor. Please assist this process by verifying and agreeing and confirming as follows:

1. The gross amount of the invoice(s) reflected above are correct and said invoices have been approved for payment. To the best knowledge of the New Haven Board of Education, there currently exist no claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining to the invoices reflected above. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale.
2. To the best knowledge of the New Haven Board of Education, the above referenced Vendor has not executed and delivered any waivers or subordinations of any lien rights related to the invoice(s) reflected above.
3. Based on this documents, RCN has or will acquire the above referenced invoices(s) for value, in good faith, and without notice of any claim or defense.
4. Payment on the above referenced invoice(s) will be made solely to RCN until and unless otherwise directed by RCN in writing.
5. Any disputes, claims or legal issues shall be resolved in accordance with the terms of the contract between the New Haven Board of Education and N.E.S.A.I.M., Inc.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at (860) 831-1153. A fax copy of this document shall be deemed an original acknowledged and agreed.

CITY OF NEW HAVEN

DocuSigned by:  
By: Michael Fumiatti  
313F04FF1300404  
Michael Fumiatti

7/19/2017

Date



NESAIM LLC  
 33 DIXWELL AVE UNIT 109  
 NEW HAVEN, CT. 06511  
 203-910-3983

FINAL INVOICE

DR. REGINALD MAYO EARLY CHILDHOOD SCHOOL, 185 GOFFEST. NEW HAVEN, CT. 06511

DATE 6/30/2017 DUMPSTER RENTAL SERVICE LEEDER HILL  
 INVOICE # DRS 10-DRMECS BOE

PO # 70170038-00

LOCATION MONTHLY DATE	6YD DUMPS	COST	6YD DUMPS	COST	6YD DUMPS	COST	\$ TOTERS	DUMPS
	1st	\$ 40.00	1st	\$ 40.00	1st	\$ 40.00	\$ 50.00	1st
	2nd	\$ 40.00	2nd	\$ 40.00	2nd	\$ 40.00	\$ 50.00	2nd
	3rd	\$ 40.00	3rd	\$ 40.00	3rd	\$ 40.00		
	4th	\$ 40.00	4th	\$ 40.00	4th	\$ 40.00	\$ 50.00	3rd
	5th	\$ 40.00	5th	\$ 40.00	5th	\$ 40.00	\$ 50.00	4th
	6th	\$ 40.00	6th	\$ 40.00	6th	\$ 40.00		
	7th	\$ 40.00	7th	\$ 40.00	7th	\$ 40.00	\$ 50.00	5th
	8th	\$ 40.00	8th	\$ 40.00	8th	\$ 40.00	\$ 50.00	6th
	9th	\$ 40.00	9th	\$ 40.00	9th	\$ 40.00		
	10th	\$ 40.00	10th	\$ 40.00	10th	\$ 40.00	\$ 50.00	7th
		\$ 400.00		\$ 400.00		\$ 400.00	\$ 350.00	

6YD	COST	6YD	COST	6YD	COST
1st	\$ 40.00	1st	\$ 40.00	1st	\$ 40.00
2nd	\$ 40.00	2nd	\$ 40.00	2nd	\$ 40.00
3rd	\$ 40.00	3rd	\$ 40.00	3rd	\$ 40.00
4th	\$ 40.00	4th	\$ 40.00	4th	\$ 40.00
5th	\$ 40.00	5th	\$ 40.00	5th	\$ 40.00
6th	\$ 40.00	6th	\$ 40.00	6th	\$ 40.00
7th	\$ 40.00	7th	\$ 40.00	7th	\$ 40.00
8th	\$ 40.00	8th	\$ 40.00	8th	\$ 40.00
9th	\$ 40.00	9th	\$ 40.00	9th	\$ 40.00
10th	\$ 40.00	10th	\$ 40.00	10th	\$ 40.00

\$ 400.00

\$ 400.00

\$ 400.00

INVOICE TOTAL

\$ 2,750.00

AUTHORIZED SIGNATURE